

ALDEN CSD/EA

07-08

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PUBLIC EMPLOYMENT
RELATIONS BOARD

**AGREEMENT BETWEEN
ALDEN EDUCATION ASSOCIATION**

AND

BOARD OF DIRECTORS - ALDEN COMMUNITY SCHOOL DISTRICT

2007 - 2008

748

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Last year we had
15 employees as
association members...

ARTICLE I:

PREAMBLE

1.01

The Alden Education Association, hereinafter referred to as the "Association," and the Board of Directors of the Alden Community School District, hereinafter referred to as the "Board," agree as follows:

ARTICLE II:

RECOGNITION

2.01 Unit

The Board recognizes the Association as the sole and exclusive bargaining representative for those employees of the Board designated in the PERB certification instrument issued in Case No. 1758 on October 6, 1980, which includes all full time and regular part time professional employees including classroom teachers, guidance counselor and librarian and such other special teachers as are included in the certification instrument, but excluding the superintendent, building principals, superintendent's secretary, principal's secretary, regular full time cooks, custodians, school bus drivers, bus mechanic, substitute teachers, teachers' aides, library aides, temporary employees employed for a period of four (4) months or less, students working as part-time employees, and all persons excluded by Section 4 of the Public Employment Relations Act.

2.02 Definitions

- A. The term "Board" as used in this agreement shall mean the Board of Directors of the Alden Community School District or its duly authorized representatives or agents.
- B. The term "employees" as used in this agreement shall mean all professional employees in the bargaining unit as defined and certified by the Public Employment Relations Board.
- C. The term "Association" as used in this agreement shall mean the Alden Education Association or its duly authorized representatives or agents.

ARTICLE III:

GRIEVANCE PROCEDURE

3.01 Definitions

A. Grievance

A grievance is a claim by an employee or the Association that there has been an alleged violation, misinterpretation or misapplication of any provision of this agreement.

B. Grievant

A "grievant" is the person or persons or the Association making the complaint.

C. Party in Interest

A "party in interest" is the person or persons making the complaint and any person, including the Association or the Board, who might be required to take action, or against whom action might be taken in order to resolve the complaint.

3.02 Procedure

A. Time Limits

The failure of an employee or the Association to act on grievance within the prescribed time limits herein will act as a bar to further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement.

- B. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year could result in irreparable harm to the grievant, the party in interest or the school district, the time limits set forth herein may be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.

3.03 Level One - Informal

An employee with a grievance shall first discuss it with the principal or immediate supervisor with the objective of resolving the matter informally.

3.04 Level Two - Formal

- A. If a grievance still exists, the aggrieved person may invoke the formal grievance procedure not later than twenty (20) school days after the event giving rise to the grievance by filing a written grievance on the form set forth in Schedule "C" hereof. The grievance form shall be available from the Association's representative or the superintendent and be signed by the grievant and delivered to the appropriate principal or immediate supervisor.
- B. The appropriate principal or immediate supervisor shall answer the grievance in writing within ten (10) school days of the presentation of the formal grievance and shall furnish a copy thereof to the person filing the grievance.

3.05 Level Three - Superintendent

In the event that the grievance has not been satisfactorily resolved or if no disposition has been made, the grievant shall file within ten (10) school days of the principal's written decision at Level Two a copy of the grievance with the superintendent. The superintendent or his designee shall meet with the grievant within ten (10) school days of the receipt of the grievance. Within ten (10) school days of the meeting of the parties, the superintendent or his designee shall give his disposition in writing and shall furnish a copy thereof the grievant. If no disposition of the grievance has been made within the time limits of this paragraph, the grievance shall be deemed denied and the grievant may transmit that grievance to Level Four within ten (10) school days of the date that the grievance is deemed denied.

3.06 Level Four - Arbitration

- A. If the grievance upon approval by the Association has not been satisfactorily resolved, the grievant may submit to arbitration within ten (10) school days. The superintendent and Association shall attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within ten (10) school days after the filing of the grievance at Level Four, a written request for a list of arbitrators shall be made to the Iowa Public Employee Relations Board by either party. The list shall consist of seven (7) potential arbitrators and the parties shall determine by lot which shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) school days after the list has been obtained. The parties shall then alternately strike names from the list until only one name remains. The remaining name shall be the arbitrator.
- B. The arbitrator so selected shall confer with the representative of the Board and the grievant or designated representative and hold hearings promptly and shall attempt to issue a decision not later than fifteen (15) school days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth findings of fact,

reasoning and conclusions on the issues presented to the arbitrator in writing by the school district or the grievant. The authority of the arbitrator shall be strictly limited to deciding only the issue presented in writing by the school district or grievant. The arbitrator's decision must be based solely, and only upon the interpretations of the meaning or application of the express relevant language of the agreement. The arbitrator, in the award opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the bargaining agreement. The decision of the arbitrator shall be submitted to the Board and the grievant and shall be final and binding on the parties.

- C. The cost for services of the arbitrator, including per diem expenses, shall be borne equally by the board and the grievant. Any other expenses incurred shall be paid by the party incurring such expense.

3.07 Miscellaneous

- A. All decisions rendered at Levels Two and Three of the grievance procedure shall be in writing and shall be transmitted promptly to the grievant. Decisions at Level Four shall be in accordance with the procedures set forth in the section on arbitration in the contract.
- B. All the meetings and hearings concerning grievances shall be conducted in private and shall include only witnesses, the parties in interest and their designated or selected representatives.
- C. A grievant may be represented at all stages of the procedure by himself/herself or at the option of the grievant by a representative of the Association. The Association shall be entitled to receive all decisions required in the grievance procedure at the times when such decisions are required to be furnished to the grievant.
- D. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file of any of the participants.
- E. With the exception of an arbitration hearing scheduled by the arbitrator, it is agreed that any investigation of other handling or processing of any grievance by the grievant shall be conducted so as to result in minimal interference with or interruption of the instructional program a related work activities of the grievant or of the teaching staff.
- F. No reprisals of any kind will be taken by the Board or school administration against any teacher because of his participation in a grievance under this article.
- G. If the investigation or processing of any grievance requires that a teacher or an Association representative be released from regular assignment, that person shall be released without loss of pay or benefits for the time necessary for such

investigation and processing shall be conducted so as to result in minimal interruption of the instructional program.

ARTICLE IV:

EMPLOYEE HOURS

4.01 CONTRACT DAYS

Contracts for returning teachers shall be 196 days which includes six (6) paid holidays, two (2) compensation days, and one hundred and eighty-eight (188) assigned work days.

Contracts for new teachers shall be 197 days that includes the same days as returning teachers plus one additional assigned workday. The additional assigned workday shall be paid at the teacher's per diem rate as outlined in Section 16.05.

4.02 HOURS

- A. A contract work day shall begin at 8:00 a.m. and end at 4:00 p.m., except on Fridays and days preceding holidays and vacation periods, when the work day for all employees shall end when the school buses depart from the Alden buildings.
- B. The work day will consist of no more than eight (8) hours per day and the hours shall be consecutive. However, four (4) teachers meetings can be scheduled beyond the regular work day without extra compensation. There will be a one (1) hour time limit on meetings.
- C. There shall be a minimum duty-free lunch period of thirty (30) minutes which occurs during the time frame beginning fifteen (15) minutes prior to when lunch is served to students and ending fifteen (15) minutes after lunch is served. An employee who is denied a thirty (30) minute duty-free lunch period by reason of the regular building schedule or who is assigned lunch room duty by the superintendent or his designee shall be reimbursed at the rate of Ten Dollars (\$10) per hour for such portion of the duty-free lunch period so denied or assigned.
- D. On contract days when, because of bad weather or other emergency closing, students are not required to be present, the employee need not be present. However, makeup days shall be scheduled by the Board and shall be assigned work contract days at no additional compensation for the employees.
- E. The work week shall include the days of Monday through Friday and exclude the days of Saturday and Sunday.

- F. Employees may leave the building during their duty-free lunch period to attend to business that cannot be performed at other times upon notifying the principal of their destination. Employees may leave the building during the preparation period to attend to business that cannot be performed at other times at the discretion of the principal. Denial of permission to leave during such preparation period shall not be subject to the procedures outlined in Article III of this agreement.
- G. Employees on a F.T.E. basis shall be scheduled with a minimum of forty (40) minutes break time each day during the students' work day.

4.03 Meetings

Faculty meetings, except for those provided for in 4.02 B of this Article, shall be held during the employee workday, except in cases of emergencies.

4.04 Holidays

- A. All members of the bargaining unit shall be entitled to the following six (6) paid holidays:
 - a. Labor Day
 - b. Thanksgiving Day
 - c. Christmas Day
 - d. New Year's Day
 - e. Good Friday
 - f. Memorial Day

ARTICLE V

PAYROLL DEDUCTIONS

5.01 ASSOCIATION DEDUCTIONS

- A. Any employee who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The assignment shall be given to Board Secretary no later than September 10. The form of the assignment shall be as set forth in Schedule "D."
- B. Dues deduction shall be terminated for the following reasons:
 - (a) After 30 days written notice to the union by the employee,
 - (b) Termination of an individual's employment,
 - (c) End of the school year.

The collection of any outstanding dues is a matter to be resolved between the union and the individual. The school district will not act as a collection agent for any outstanding or any uncollectable debts. Also, the dues checkoff authorization shall be signed by the individual unit members on an annual basis.

- C. Employees who begin dues deduction after September shall have the total dues prorated on the basis of the remaining months.
- D. The Board shall transmit to the Treasurer of the Association the total monthly deduction for professional dues in nine (9) consecutive monthly installments, beginning with the month of September. Payment will be made to the Association Treasurer on regular pay dates as outlined in Article XVI, Section 16.04, of this agreement.
- E. The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims arising out of the application of the provisions in the agreement between the parties for dues deductions.

5.02 OTHER DEDUCTIONS

Upon appropriate written authorization from the employee, the Board may deduct from the salary of any employee and make appropriate remittance for annuities and insurance.

ARTICLE VI

SICK LEAVE

6.01 ACCUMULATIVE BENEFITS

Each employee shall be entitled to sick leave days according to the following schedule:

First and subsequent years of employment in the District = 20 days per year.

Unused sick leave shall be accumulated from year to year with a maximum accumulation of one hundred fifteen (115) days. The maximum number of days available then would be ninety-five (95) days, plus twenty (20) days, or one hundred fifteen (115) days. Separation from employment shall cancel all unused accrued sick leave. However, rehiring within two (2) years of reinstatement under the staff reduction article of this contract shall reinstate sick leave days which had accumulated prior to separation or termination of employment.

6.02 RECORDS OF ACCUMULATION

Employees may examine records of accumulated sick leave days and accounting therefor on record with the superintendent's office.

6.03 USE OF SICK LEAVE DAYS

Sick leave days may be used in either full or one-half day units for physical or mental personal illness, bodily injury, medically related disabilities, including disabilities resulting from pregnancy and child birth or contagious diseases:

- A. Which require the employee's confinement,
- B. Which render the employee unable to perform assigned duties, or
- C. When performance of assigned duties would jeopardize the employee's health or recovery.

6.04 ELONGATED USAGE OF SICK LEAVE

An employee desiring to utilize sick leave for a major illness (e.g. surgery or child birth) shall notify the superintendent or his designee in writing of the anticipated commencement and termination of sick leave as soon as those dates become known. The school board may require reasonable evidence confirming the necessity for such leave, including a medical examination by a physician of the Board's choice at the Board's expense. No sick leave shall be used for "voluntary" or "elective" surgery when said surgery can be accomplished at a time other than during the school year.

6.05 FAMILY EMERGENCY

Up to five (5) days of sick leave per employee may be used for a serious family illness or medical emergencies concerning employee's spouse, son or daughter, or parents. If the employee has used all personal days, any of the five (5) allotted days for Family Emergency may be used for serious illness or medical emergency concerning the employee's mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild.

ARTICLE VII

TEMPORARY LEAVE OF ABSENCE

7.01 PERSONAL LEAVES

At the beginning of each school year the employee shall be granted two (2) days of paid personal leave. A returning employee may carry an unused personal day to the next year creating a total of three (3) personal leave days. Any employee who does not use any sick days during a school year will be granted an additional personal day to be carried over to the following year. Personal leave days may be used in whole or whole half-day increments for any purpose at the discretion of the employee.

A total of four personal days may be accumulated/used in a given year if an employee carries over one unused personal day from the previous year, and was granted an additional personal leave day as a result of not using any sick days in the previous school year.

An employee planning to use a personal leave day, shall apply on the appropriate form to their immediate supervisor at least three (3) days in advance of the proposed day, except in cases of emergency. Not more than two (2) professional staff members will be granted this leave at any one time. Personal leave is discouraged the first two weeks and the final two weeks of the school year, to extend scheduled school vacations, or on in-service days.

An employee not using their two (2) personal days granted annually, may be reimbursed for one(1) or two (2) unused personal days at substitute rate in June of the current school year. Request for reimbursement will be made on the form provided on the final contract day of the current year, to the Board secretary.

7.02 JURY AND LEGAL

Any employee called for jury during school hours or who is subpoenaed to appear in any judicial proceeding shall be provided such time with pay. Employees are required to return to school if jury duty ends before noon. Any fees or remuneration, less mileage allowance, received by the employee by reason of participation in such proceedings, shall be turned over to the board.

7.03 ASSOCIATION

An aggregate of four (4) days shall be available to representatives of the Association to attend activities of the local, state, and national organization. This shall be paid leave. The Association shall reimburse the school district for the cost of a substitute hired during the time such employee is absent from work due to Association leave. The employee shall notify the superintendent five (5) days prior to taking Association leave.

7.04 PROFESSIONAL

Professional leave may be used for any educational purpose set forth in this section with the approval of the superintendent or his/her designee. The employee planning to use professional leave shall request leave in writing from the principal at least one (1) week in advance of the absence. Approval of professional leave shall not be subject to the provisions of Article 3 of this agreement. Professional leave shall be used for the purpose of pursuing goals as specified in the Individual Career Development Plan, the District's School Improvement Plan, the New Teacher Mentoring Program, or other such activities as deemed appropriate.

7.05 BEREAVEMENT LEAVE

- A. Each employee shall be entitled up to a total of five (5) paid days of bereavement leave per occurrence for absence from work due to the death of a member of the immediate family. For this section, the immediate family shall be defined as: spouse, child, stepchild, parent, parent-in-law, son-in-law, daughter-in-law, sibling, grandparent, grandchild, or other members of the immediate household of the employee.
- B. Each employee shall be entitled up to a total of two (2) paid days of bereavement leave per occurrence for absence from work due to the death of sibling-in-law, niece, nephew, aunt, uncle, any relative (not listed in A), or close friend.
- C. In the event of the death of an employee or student or former student of the Alden School District, the superintendent or his designee may grant sufficient time to an appropriate number of employees with pay to attend the funeral. Denial of such time or the conditions of such leave shall not be subject to the provisions of Article 3 of this agreement.
- D. Employees using bereavement leave shall notify the superintendent as soon as possible before taking the leave.

7.06 ADOPTION LEAVE

Each employee shall be entitled to a total of two (2) paid days of leave per occurrence for absence from work due to the adoption of a school aged child or the acceptance of a foster child into the employee's immediate family. Each employee shall be entitled to two (2) weeks paid leave for absence from work due to the adoption of a preschool aged child. Immediate family for the purposes of this paragraph only shall be defined as comprising the employee and spouse. This paragraph shall not be applicable for the acceptance into the employee's family of a child pursuant to regulation by licensing authority.

ARTICLE VIII

EXTENDED LEAVES

8.01 ASSOCIATION

A leave of absence without pay for one (1) year with a second year renewable may be granted to an employee for the purpose of serving as an officer of the Association, its affiliates or its staff. Upon returning from such leave the employee shall be restored to the position on the salary schedule above that at which he/she left. All fringe benefits acquired prior to the leave of absence shall be restored. An employee may be returned

after leave only if there is an open position on the staff for which the employee is qualified.

8.02 MILITARY LEAVE

Military leave will be granted to any employee in accordance with applicable federal and state laws governing military leave. Such leave shall be without pay except as provided in Chapter 29A of the Code of Iowa. An employee on military leave will be credited with experience on the salary schedule if the employee performs at least ninety (90) contract days. Sick leave will accumulate during the time of military leave.

8.03 EXTENDED LEAVE

An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability up to the end of the school year in which the sick leave has been exhausted.

8.04 SUPERINTENDENT'S DISCRETIONARY LEAVE

Temporary extended leaves in addition to those delineated in the contract, either paid or unpaid, may be granted by the superintendent. Such additional leave shall be given at the discretion of the superintendent and not subject to the provisions of Article 3.

ARTICLE IX

INSURANCE

9.01 BENEFIT CONTRIBUTION

The district will provide each full time employee an annual contribution of \$7,600 to be applied to the following cafeteria programs, as elected by the employees. A full time employee shall be one who works 37.5 hours per week. Part time employees working at least 20 hours per week shall receive a prorated portion of the full time benefit contributions equal to the percent of their contract.

9.02 INSURANCE

- A. Health Insurance shall include two plans from which to choose if the insurance provider allows the choice of two plans. The specifics of these plans will be determined by mutual agreement of the Association and the Board. All employees shall have the options of electing single or family coverage within a plan.

- B. Long Term Disability will be required of all employees and paid from the Board benefit contribution. This benefit shall provide 60% of covered monthly compensation after a qualifying period of 3 calendar months or similar to the plan currently in force.
- C. Section 125 of the Internal Revenue Code will be available to employees. Otherwise known as Flex I and Flex II, employees will have the opportunity to use pretax dollars for the payment of insurance premiums above the Board contribution, and/or non-reimbursed medical expenses, and/or dependent care expenses. The administrative cost for the Flex II option will be deducted from the employee's benefit contribution. Time lines for this option will be set by mutual agreement and limited to one sign up period for returning employees and one for new employees.
- D. Dental Insurance will be available if 75% of the eligible employees elect to participate. If electing to choose as part of their plan, employees shall choose single or family coverage. If less than the required amount elect group dental coverage, individual policies will be available, subject to acceptance of the carrier.
- E. Tax Sheltered Annuities.
All employees can apply Board contribution and pretax dollars toward a tax sheltered annuity plan of their choice. A mutually agreed sign up period will be used to initiate or adjust these plans to control administration and enrollment.
- F. Workers Compensation.
Each employee shall be covered by workers compensation insurance as covered by State law. Employees shall not lose sick leave days while off work due to an injury compensated under this provision.
- G. Liability. The Board shall provide liability insurance at the Board's expense. Employees shall be insured as described in Chapter 613A.2, Code of Iowa 1989 as amended, and shall continue to provide insurance in force in the 2003-2004 school year relating to employee use of personal automobiles in connection with school activities.

9.03 COVERAGE

The Board provided insurance programs shall be for up to twelve (12) consecutive months per contract year (beginning September 1st and ending August 31st). Employees new to the District shall be covered by the Board provided insurance no later than one (1) month after initial employment, subject to insurance carrier's policy provisions. When necessary, payment of premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation in coverage.

9.04 DESCRIPTIONS

The Board shall provide each employee with a description of the insurance coverage provided herein within ten (10) days of the beginning of the school year or the date of employment, which shall include a clear description of the conditions and limits of coverage herein provided. The Board shall be responsible for providing insurance information in the form of applications and enrollment meetings.

9.05 CONTINUATION

- A. In the event that an employee, absent because of illness or injury has exhausted sick leave accrual, the above mentioned coverage shall continue throughout the balance of the school year.
- B. Employees on paid leaves shall continue to have Board contributions made on insurances according to the level above described.
- C. Employees on non-paid leave for one (1) month or longer shall have the option to continue any or all of the Board paid programs by paying the premiums themselves to the Board within fifteen (15) days of the billing date, subject to carrier's policy provisions.

ARTICLE X

HEALTH AND SAFETY PROVISIONS

10.01 PHYSICAL FITNESS

New employees shall provide evidence of physical fitness. Such evidence shall be limited to a statement from a licensed physician of the employee's choice attesting to the employee's physical fitness and freedom of tuberculosis. Such evidence shall be filed with the superintendent within ten (10) working days after the beginning of the school year or within ten (10) days after the date of employment for employees hired during the school year.

10.02 USE OF REASONABLE FORCE

Any employee may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil for the purpose of self-defense, and for the protection of personal property.

10.03 PROTECTIVE DEVICES

Non-prescription eye protective and ear protective devices, as outlined in Chapter 280.10 and 280.11 of the Iowa Code, shall be provided without cost to the employee.

ARTICLE XI

IN-SERVICE TRAINING

An in-service education committee with employee representation shall be established for the purpose of making recommendations to the Board on the structure and content of District's in-service training program.

ARTICLE XII

VOLUNTARY TRANSFER

12.01 DEFINITIONS

The assignment of an employee to a different job classification, grade level, subject area or building shall be considered a transfer.

12.02 NOTIFICATION OF VACANCIES

- A. Prior to public notification, the superintendent shall notify the president of the Association of any and all vacancies, including extra-curricular activities. Any subsequent change in the description of the vacancy shall result in subsequent notification. The district shall provide written notification of all vacancies (including non-contract positions) in the summer months to those employees who have filed a written request with the superintendent. Such notice shall be mailed to those employees at least five (5) days prior to public notification.
- B. Employees who desire a change in grade and/or subject assignment may file a written statement of such desire with the superintendent which states the teacher's qualification for the desired position and why he or she is interested in the position. Such statement shall include the grade and/or subject to which the employee desires to be assigned in order of preference. Such requests for reassignments for the following year shall be submitted not later than April 1 or November 1 for the second semester. Employees shall have the right to file a written statement of desire to be transferred to vacancies, which occur during the summer months. Such statement must be filed within ten (10) days of the mailing date of the vacancy notification.

12.03 PROCEDURE

The Board shall consider all requests from employees who have filed a request for transfer for existing vacancies together with any and all other applicants for such vacant positions. The Board shall have complete discretion pursuant to its right to hire, transfer, assign and retain employee, under Section 7 of the PERB, provided, however, that the skill, ability, qualifications, subject matter competence and length of continuous service to the District shall be considered by the Board in assigning employees to respective positions available.

ARTICLE XIII

INVOLUNTARY TRANSFERS

13.01 DEFINITION

The assignment of an employee to a different job classification, grade level, subject area or building without the employee's consent shall be considered an involuntary transfer.

13.02 NOTICE

The superintendent and the employee's immediate supervisor will meet with the employee about the transfer within ten (10) days of the decision. Transfer will not occur later than ten (10) days before the first scheduled teacher's workshop day prior to the start of the school year.

13.03 MEETING AND APPEAL

An employee may grieve an involuntary transfer under the grievance article of this contract. In the event such grievance proceeds to arbitration, and the arbitrator finds that the transfer has been made for no reason other than an arbitrary capricious reason, then the arbitrator may order the return of the involuntary transferred employee to his/ her previous position which shall be the only remedy available to the arbitrator.

ARTICLE XIV

STAFF REDUCTION

- 14.01** Whenever in the sole and exclusive judgment of the Board it is necessary to reduce staff, the following procedures shall be applied:

- A. When possible the reduction shall be accomplished by attrition, and completed prior to statutory date for return of certified teacher contracts.
- B. The superintendent shall determine the position for reduction and shall give a termination notice in accordance with the Code of Iowa to all persons in the position(s) where the intended staff reduction will take place.
- C. For the purposes of this article, the term "position" shall mean:
 - a. All employees in levels PreK-6 of the educational program, including those Title I assignments filled by teachers who are qualified for regular assignments; or
 - b. Employees in levels 7-12 by subject category; or
 - c. Employees in special areas PreK-12 in each of the several special areas of music, art, physical education, library and special education.
- D. The employees within the positions to be reduced shall be retained according to the following criteria which are listed in priority ranking:
 - a. Total number of years of continuous teaching experience in the Alden Community School District;
 - b. Breadth and depth of certification endorsements and educational preparation;
 - c. Relative skill and ability as determined by formal and informal evaluation procedures;
 - d. Total teaching experience in other school systems.
- E. Exceptions to staff reduction article. This article shall not be effective as to any one employee if reduction of employee would make the District unable to meet minimum Department of Education School accreditation standards. Employees will be retained to maintain required programs. Whenever the exception shall apply, the reduction shall be carried out as though the excepted employee were not in the employment of the District.

14.02 Laid off employees shall be reinstated in inverse order of layoff if certificated to fill the vacancies. No new or substitute full-time appointments shall be made while there are employees available who are eligible under the recall provisions of this article and certificated to fill the vacancy. Involuntary transfers shall not be made which prevent the reinstatement of laid off employees eligible under the recall provisions of the article.

- 14.03** Any employee laid off pursuant of the provisions of this article shall have recall rights as set forth in the above paragraph to any position for which the employee was certificated at the time of layoff. Such recall rights shall exist for a period of two (2) years from the 30th day of June of the school year when laid off.
- 14.04** Any employee re-employed by exercise of recall rights will be reinstated at the same salary, related benefits and experience as if their last year of regular employment has been the year immediately prior to the year of re-employment (e.g. if at the time of the layoff the employee was on step 10, the employee upon re-employment would proceed to step 11).
- 14.05** Any employee who for reasons of staff reduction or realignment resigns upon request or is laid off for such reasons shall be accorded the recall rights provided by this article unless specifically waived in writing by the employee. The Board shall annually provide the Association with a current list of those employees who currently retain such rights.
- 14.06** Notice of recall will be given by certified mail to the last address furnished to the Board by the employee. A copy of such notice of recall will be furnished to the Association by personal delivery or ordinary mail. If the employee fails to respond within ten (10) days after mailing of the notice of recall, the employee will be deemed to have refused the position offer.

ARTICLE XV

EVALUATION PROCEDURES

15.01 NEW-BEGINNING TEACHER EVALUATION

1st and 2nd year new teachers shall be formally evaluated pursuant to the requirements in Chapter 284 of the Iowa Code.

15.02.1 CAREER TEACHER EVALUATION

Career teachers (3rd year and beyond) shall have a Summative Evaluation once every three years. The Summative Evaluation will be used to determine whether the teacher's performance meets the school district expectations and the Iowa Teaching Standards in accordance with section 284.7 of the Iowa Code.

Within two (2) weeks after the beginning of each school year the evaluator(s) shall orient each employee with the Iowa Teaching Standards and criterion, the district-adopted descriptors, the procedures, and the instruments to be used in the Summative Evaluation process. No formal evaluation shall take place until such orientation has been completed.

15.03 DATA COLLECTION: SUMMATIVE EVALUATION

In composing the Summative Evaluation the evaluator will use data collected throughout the three-year evaluation cycle. Such data will include, but not be limited to:

- A. **Formative Observations:** Formative observations may include formal classroom observations and informal classroom observations such as a “Walk-through”.
- B. **Comprehensive Conferences:** The evaluator will hold a comprehensive conference or a series of conferences with the teacher each year to discuss the teacher’s progress in meeting the Iowa Teaching Standards.
- C. **Individual Career Development Plan:** The teacher shall submit an Individual Career Professional Development Plan by September 30th. The evaluator shall meet with the teacher to review the plan and jointly-modify the plan if needed. The evaluator will have final approval of the plan. Modifications of the plan may be made after the plan has been approved. The annual review of the Individual Career Professional Development Plan shall occur at a mutually agreed upon date prior to the end of each school year.
- D. **Presentation of Artifacts:** Teachers will collect and present artifacts that show attainment of the Iowa Teaching Standards. Data collected from the evaluator through observations, documents, conferences, etc. may assist the teacher in showing attainment of the standards. Further, the evaluator may deem such data sufficient to meet a standard(s) or criteria without any additional artifacts presented by the teacher.
- E. **Additional Data:** An additional source of data will be collected from a second evaluator, a parent survey, student survey, peer teacher data, or any other mutually agreed upon source.

15.03-A FORMATIVE OBSERVATIONS

Formative observations may include formal classroom observations and informal classroom observations.

Formal classroom observations will be conducted with the full advance knowledge of the employee. The evaluator and the employee shall mutually agree upon dates and times for a pre-observation conference, formal observation, and post-observation conference.

The evaluator’s written observation comments shall be reviewed at the post-observation conference. During the post-conference, the evaluator may also review the standards and criteria in which the teacher is demonstrating competence through other observations, data and other such evidence.

Written documentation will be completed for data collected during an informal observation(s) if such data will be used in composing the Summative Evaluation. The

teacher will be given a copy of any such documentation within 10 days of the document being composed. The employee *has* the right to submit an explanation, written statements, or other supportive evidence in response within 10 days after receiving such a document.

A serious concern that could lead to *Remediation (15.05)* will be documented and presented to the teacher within ten (10) days of the occurrence(s).

15.04 SUMMATIVE CONFERENCE

A Summative Conference to review and sign the Summative Evaluation will be held on before March 30 in the third year of the teacher's evaluation cycle. During this conference, the evaluator will verify if the teacher meets all of the Iowa Teaching Standards and all accompanying criteria.

If the teacher feels his/her Summative Evaluation is incomplete, inaccurate, or unjust, he/she may put his/her comments and objections concerning the evaluation in writing, sign them, and have them attached to the copy of the evaluation report to be placed in his/her personnel file. Such action must be completed within fifteen (15) days of signing the Summative Evaluation. The file copy of such objections shall be signed by the evaluator to indicate the evaluator's awareness of the content of the objections.

15.05 REMEDIATION

The evaluator may place a teacher in an Awareness Program and/or Intensive Assistance Program at any time during the three-year Summative Evaluation Cycle. Such placement will be made when the evaluator has a specific concern(s) that the teacher's performance does not meet, or will not meet, any of the first seven (7) Iowa Teaching Standards and accompanying criteria. Placement in either program is not subject to grievance.

15.06 PERSONAL FILE REVIEW

Employees shall have the right to review the contents of their personnel files during normal working hours and only confidential letters of recommendation may be excluded from the file when the employee examines it.

15.07 RIGHT TO GRIEVE

Employees have a right to grieve only those aspects of the evaluation and/or evaluation process that are subject to grievance as identified in Chapter 284 of the Iowa Code. Grievance procedures as set forth in Article 3 of the Agreement will be followed.

ARTICLE XVI

WAGES AND SALARIES

16.01 SCHEDULE

The salary of each employee covered by the regular salary schedule is set forth in Schedule A, which is attached hereto and made a part hereof.

16.02 PLACEMENT ON SALARY SCHEDULE

A. Adjustment to Salary Schedule

Each employee shall be placed on his or her proper step of the salary schedule as of the effective date of this agreement.

B. Credit for Experience

All current bargaining unit members within a cell that shall be considered to be correct placement as the salary schedule is adjusted to reflect the new structure. Each subsequent year an employee shall advance on the salary schedule as described by Article 16.03, Section A. Advancement of Schedule. Employees new to the district shall be given credit for outside teaching experience up to five (5) years in other school systems and shall be placed on the equivalent step of the salary schedule as bargaining unit members having the same experience and training. First-year beginning teachers with no prior teaching experience will be placed on Step 2.

Credit beyond five years of experience may be granted for hard to fill positions. Mutual agreement by the District and the Association Negotiations Team is required before a new employee is granted more than five years of experience.

C. Returning to the District

Any employee with previous teaching experience in the Alden School District shall upon returning to the system receive full credit on the salary schedule for all outside teaching experience up to the maximum set forth in subparagraph B of this section.

16.03 ADVANCEMENT OF SALARY SCHEDULE

A. Increment

Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of service until the maximum education classification is reached. A year of service consists of employment in the Alden District for one (1) full semester of one hundred (100) consecutive teaching days or more in one school year.

B. Educational Lanes

Employees who move laterally from one educational lane to a higher educational lane shall move to the corresponding step on the higher lane. Course work taken to advance laterally to lanes above the BA lane must:

- a. Carry graduate credit and be related to the work being presently performed by the employee for the District, or
- b. Be credited toward an advanced degree program in an approved college or university and be related to the work being presently performed by the employee, or
- c. Be approved in writing in advance by the superintendent if it is not related to the work presently being performed by the employee.

In all cases where advance written approval is not required, the employee shall give written notice to the superintendent before the beginning of courses to be taken for such credit. The superintendent shall, within five (5) days of receiving said written notice, notify the employee in writing whether or not the employee is in compliance with this subsection.

Employees who have earned sufficient credit to advance laterally to a higher educational lane shall submit suitable evidence of the earning for the September Board meeting following the earning of the credit.

16.04 METHOD OF PAYMENT

A. Pay Periods

Each employee shall be paid in twelve (12) equal installments on the 20th day of each month. Employees shall receive their checks at their regular building and on regular school days.

B. Exceptions

- a. When a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.
- b. Final Pay. Each employee shall have the option of receiving all or any part of his earned contract salary on the last pay period of the in-school year providing funds are available to the Board for such payment.
- c. Employees may, at employee's option, elect to receive up to fifty percent (50%) of the first net salary installment at the completion of the first ten (10) days of employment. The balance of the first installment shall then be paid on the 20th day of the month.

- C. Summer Checks
Summer checks, other than for summer school teachers' checks, shall be mailed to the address designated on the 20th of each month.
- D. Direct Deposit
Employees will be given the option of receiving their paychecks by direct deposit. Deposits can be made to one (1) or two (2) accounts at any bank or financial institution in the United States.

16.05 EXTENDED CONTRACT RATE

Any employee who is offered and accepts an assignment beyond the basic employee work year shall be paid at a per diem rate based on his or her per diem salary on the nine (9) month salary schedule.

ARTICLE XVII

SUPPLEMENTAL PAY

17.01 EXTRA-CURRICULAR ACTIVITIES

- A. Approved Activities
The Board and the Association agree that extra-curricular activities listed in Schedule B are official school sponsored activities covered by school insurance. Any assignments in addition to the normal schedule or irregular work year other than those shown on Schedule B hereof shall not be obligatory upon the employee.
- B. The District reserves the right to employ persons outside the professional staff to perform extra duties not listed on Schedule B. Employee participation in approved non-professional contractual or non-contractual activities shall be compensated at the rate of Twenty Dollars (\$20) per event.
- C. Extra-curricular activities as listed in Schedule B shall be reimbursed according to the percentages listed in Schedule B. Salary shall be computed by multiplying the salary on the appropriate step of the BA lane (based on years of experience in the activity) times the percentage shown on Schedule B. The highest step which may be used for this computation will be step 10.

17.02 EXPENSES OF TRAVELING EMPLOYEES

- A. If any employee is to travel in the performance of assigned duties, the employee shall first make request of the Administration for transportation to be provided at District's expense. If such transportation is unavailable, the employee shall be reimbursed in accordance with the Standard Mileage Rate for the State of Iowa.

Reasonable costs of meals and lodging will be paid on an actual basis when authorized in advance by the superintendent. Receipts for all expenses must be attached to the vouchers that shall be filed with the Board Secretary on or before the 1st day of each month.

- B. All employees shall be reimbursed for mileage in accordance with the Standard Mileage Rate for the State of Iowa , registration fees, and other related expenses for approved professional leave.

17.03 SUPERVISION OF STUDENT TEACHERS

Any employee supervising student teachers shall receive any funds paid to the District by the college or university sponsoring the student teachers.

17.04 ASSIGNED PROFESSIONAL ACTIVITIES

In the event that professional activities are required of the professional staff outside of the regular work day of the staff member, said staff member shall be reimbursed at the rate of twelve dollars and fifty cents (\$12.50) per hour. Such activities shall be convened at the discretion of the Superintendent or his designee.

17.05 ADMISSION TO SCHOOL EVENTS

Employees shall receive an activity ticket to all school activities. Employees have the option of working at two school-sponsored activities and, in return, shall receive an extra non-transferable activity ticket. Activity tickets will be issued at the beginning of the school year to all employees who have signed up to work two activities. These passes will allow free admission for employee and their spouse. There will be some events in which conference passes will not be accepted such as conference tournaments and post-season events.

<p style="text-align: center;">ARTICLE XVIII NEW PROFESSIONALS MENTORING PROGRAM</p>
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18.01 DEFINITIONS

New Professional Mentoring Program: Alden Community School District's program of support and assistance for New Professionals.

New Professional: Any licensed individual in his/her first or second year of teaching. All new professionals in the district's New Professional Mentoring Program.

18.02 WAGES

A. Instructional Mentor

Each Instructional Mentor shall receive \$500.00 per semester for mentoring one New Professional.

An Instructional Mentor shall mentor no more than one New Professional each semester.

Training and required District mentoring meetings outside the regular workday and/or contract year shall be paid at the teacher's per diem rate.

B. New Professionals

Training and required District mentoring meetings outside the regular workday and/or contract year shall be paid at the teacher's per diem rate.

18.03 PROCESS FOR DISSOLVING MENTORING PARTNERSHIPS

If a mentor/new professional team experience difficulty or the professional relationship is not working, either the Mentor or the New Professional may request that a new mentor be assigned. The request shall be granted and a new mentor assigned within ten (10) days.

18.04 STATE DISCONTINUATION OF MENTORING PROGRAM

If the State of Iowa discontinues the mentoring program, then Alden's mentoring program will cease to exist.

ARTICLE XIX

COMPLIANCE AND DURATION

19.01 SEPARABILITY

If any article, section, paragraph, clause or sentence of the agreement should be declared contrary to law then that portion shall be deleted from this agreement to the extent that it is invalid. Such adjudications shall not void the remaining articles, section, paragraphs, clauses or sentences, and they shall remain in full force and effect for the duration of this agreement.

19.02 NOTIFICATION

Whenever any notice is required to be given by either of the parties to this agreement one to the other, such notice shall be give by registered or certified mail addressed to the following designated addresses:

A. If by the Association, to

President of the Board of Education
Alden Community School District
Alden, Iowa 50006

B. If by the Board, to

President of the Alden Education Association
Alden Community School
Alden, Iowa 50006

19.03 DURATION PERIOD

This agreement shall be effective as of July 1, 2007 and shall continue in effect until June 30, 2008 for salaries.

19.04 CONTRACT COSTS

The parties agree that the costs of preparation of the master contract, together with all copying costs therefore, shall be borne equally by the parties.

19.05 PROFESSIONAL DEVELOPMENT DAYS WAIVER

If the Legislature requires the District to add one or more professional development days to the school year and the Legislature provides sufficient funding to compensate teachers on a per diem basis for any professional development day which is added to the school year, then the District agrees that it will add only the required number of professional development days to the school year and that it will compensate teachers on a per diem basis for each day added to the school year.

If the Legislature requires the District to add one or more professional development days to the school year and the Legislature does not provide sufficient funding to compensate teachers on a per diem bas is for any professional development which is added to the school year, then the parties agree that the compensation for any additional day shall be subject to negotiation, including all steps of the statutory impasse procedures.

19.06 SIGNATURE CLAUSE

In witness whereof, the parties hereby have caused this agreement to be signed by their respective Presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the _____ day of _____, _____.

ALDEN EDUCATION ASSOCIATION ALDEN COMMUNITY SCHOOL

By Katy Jensen
Katy Jensen, Chief Negotiator

Brian Lauterbach
Brian Lauterbach, President

John Robbins
John Robbins, Superintendent

2007-08

CERTIFIED SALARY SCHEDULE

	BA	BA+15	BA+30	MA	MA+30
1	26395	27220	28045	28870	29695
2	27120	27945	28770	29595	30420
3	27845	28670	29495	30320	31145
4	28570	29395	30220	31045	31870
5	29295	30120	30945	31770	32595
6	30020	30845	31670	32495	33320
7	30745	31570	32395	33220	34045
8	31470	32295	33120	33945	34770
9	32195	33020	33845	34670	35495
10	32920	33745	34570	35395	36220
11	33645	34470	35295	36120	36945
12	34370	35195	36020	36845	37670
13	35095	35920	36745	37570	38395
14	35820	36645	37470	38295	39120
15	36545	37370	38195	39020	39845
16	37270	38095	38920	39745	40570
17	37995	38820	39645	40470	41295
18	38720	39545	40370	41195	42020
19	39445	40270	41095	41920	42745
20	40170	40995	41820	42645	43470
21	40895	41720	42545	43370	44195
22	41620	42445	43270	44095	44920
23	42345	43170	43995	44820	45645
24	43070	43895	44720	45545	46370
25	43795	44620	45445	46270	47095
26	44520	45345	46170	46995	47820

SCHEDULE B

VOCAL 2%

BAND 2%

First-year beginning teachers with no prior teaching experience will be placed on Step 2.

Dues Deduction Authorization Form

For Employer Use Only
(DO NOT FILL OUT)

Authorization for Payroll
Deduction for
Education Association Dues

Employee No.

First/Middle Initial/Last Name

Date Started

Amount

CHANGES:

Date

Amount

Date

Amount

Date

Amount

Date

Amount

I hereby request and authorize the Board of Education of the Alden Community School as my remitting agent to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me on behalf to the Treasurer of the Alden Community Education Association.

It is understood that this authorization shall begin on the first payroll period following this date and shall continue through May from the date Hereford and shall thereafter continue for successive periods of one year unless revoked in writing by a thirty (30) day notice to my employer and to said organization.

Date

Signature

SCHEDULE C
GRIEVANCE FORM
Alden Community Schools

Date Filed

_____ School District

Name of Person Making Claim

LEVEL II

A. Date Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature

Date

E. Disposition by Principal or Immediate Supervisor _____

Signature of Principal
or Immediate Supervisor

Date

LEVEL III

A. _____
Signature of Aggrieved Person (Date Received by Superintendent)

B. Disposition of Superintendent: _____

Signature of Superintendent Date

LEVEL IV

A. _____
Signature of Aggrieved Person Signature of Association President

B. _____
Date Submitted to Arbitration Date Received by Arbitrator

C. Disposition and Award of Arbitrator _____

Signature of Arbitrator

Date